

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

MARKET DOMINANT PRODUCT PRICES
INBOUND MARKET DOMINANT REGISTERED SERVICE AGREEMENT
NEGOTIATED SERVICE AGREEMENTS

Docket Nos.
MC2016-168

MARKET DOMINANT PRODUCT PRICES
INBOUND MARKET DOMINANT REGISTERED SERVICE AGREEMENT
(MC2016-168)
NEGOTIATED SERVICE AGREEMENT

R2016-6

**NOTICE OF UNITED STATES POSTAL SERVICE OF FILING REVISED VERSION
OF INBOUND MARKET DOMINANT REGISTERED SERVICE AGREEMENT, AND
APPLICATION FOR NON-PUBLIC TREATMENT**
(February 15, 2017)

In Order No. 3471, the Postal Regulatory Commission (Commission) added Inbound Market Dominant Registered Service Agreement 1 to the market dominant product list.¹ The Postal Service hereby gives notice of filing, pursuant to 39 U.S.C. § 407(d)(2), a revised version of the PRIME Registered Service Agreement. A redacted version of the revised version of the PRIME Registered Service Agreement is included as Attachment 1 to this filing, and the Postal Service has filed an unredacted version under seal with the Commission.

The differences between the text of the attached revised PRIME Registered Service Agreement, and the text of the version of the PRIME Registered Service

¹ PRC Order No. 3471, Order Adding Inbound Market Dominant Registered Service Agreement 1 to the Market Dominant Product List and Approving Type 2 Rate Adjustment, Docket Nos. MC2016-168 and R2016-6, August 17, 2016, at 9.

Agreement included as Attachment 2 to the Postal Service's initial request and notice in this docket² include the following:

- On the first page, a few of the titles of the names of the foreign postal operators have been revised;
- Article 2, last paragraph, the following sentence has been added "Annex 3 is updated from time to time by the Head of PRIME";
- Article 3 includes an additional last paragraph;
- Article 8, second paragraph, "the PRIME Project Manager" has been replaced by "the Head of PRIME";
- Article 9, second line, "a postal administration" has been replaced with "a Designated Operator";
- Article 9, fourth line, "the PRIME Project Manager" has been replaced by "the Head of PRIME";
- After Article 16 and the paragraph beginning with "In witness whereof," the signature lines for various postal operators have been deleted;
- On page 7, the List of Annexes includes an additional "Annex 6 List of Parties";
- Annex 1, in the definition of "Deed of Accession," "a postal administration" has been replaced with "a Designated Operator";
- Annex 1, the definition of "Delivery Performance" has been deleted;

² Request of United States Postal Service to Add Inbound Market Dominant Registered Service Agreement to the Market Dominant Product List, Notice of Type 2 Rate Adjustment, and Application for Non-Public Treatment, Docket Nos. MC2016-188 and R2016-6, July 13, 2016, Attachment 2, which included the agreement, as well as Annex 1 – Definitions as amended by the Steering Committee on 8/9 November 2012, and Annex 4 as amended by the Steering Committee on 8/9 November 2012.

- Annex 1, in the definition of “Parties,” the following has been added “, as listed in Annex 6. Annex 6 is updated by the Head of PRIME upon any new accession or termination.”
- Annex 1, the definition of “Prime Project Manager” has been replaced with a definition of “Head of PRIME” which is defined as “The person who is responsible for managing the PRIME activities and the PRIME Management Team”;
- Annex 1, the definition of “Scanning Performance” has been deleted;
- Annex 2, the title is followed by the statement “As amended by the Steering Committee on 26 October 2016 (A1)”;
- Annex 2, paragraph 7 has been revised;
- Annex 3 – Delivery Standards instead of including the delivery standards for various postal operators, just states “[As updated from time to time]”;
- Annex 4, the title is followed by “As amended by the Steering Committee on 8/9 November 2012 (A) and on 26 October 2016 (A1)”;
- Annex 4, the first paragraph is preceded by an “**(A) ►**”;
- Annex 4, the title of the graph has been revised slightly;
- Annex 4, second page, in the third paragraph, the second and third sentence have been replaced;
- Annex 4, second page, the fourth paragraph has been replaced.
- Annex 5, “a postal administration” has been replaced with “a Designated Operator”; and
- Annex 6 List of Parties has been added.

The Postal Service considers that the above differences between the revised version included as Attachment 1 to this notice, which went into effect on January 19, 2017, and the agreement that was included in the Postal Service's initial request and notice in this docket do not affect the costs, revenues, and volumes that the Postal Service projected for this agreement in its initial July 13, 2016 request and notice in this docket.

The Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's July 13, 2016 request and notice in this docket.³ The application protects from disclosure the information that has been redacted from the redacted version of the agreement that the Postal Service is filing publicly today with this notice.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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February 15, 2017

³ Request of United States Postal Service to Add Inbound Market Dominant Registered Service Agreement to the Market Dominant Product List, Notice of Type 2 Rate Adjustment, and Application for Non-Public Treatment, Docket Nos. MC2016-188 and R2016-6, July 13, 2016, Attachment 4.

Registered Service Agreement

made and entered into this 5th December 2005

by and between the parties listed hereinafter

Empresa Brasileira de Correios e Telégrafos	Brazil
Post Danmark A/S,	Denmark
Finland Post Corporation	Finland
Deutsche Post AG	Germany
Iceland Post	Iceland
An Post	Ireland
Entreprise des Postes & Télécommunications	Luxembourg
CTT Correios de Portugal SA	Portugal
Correos y Telégrafos	Spain
PostNord Sverige AB	Sweden
Swiss Post	Switzerland
Royal Mail PLC	United Kingdom

Witnessed:

- WHEREAS the Parties are postal operators engaged, inter alia, in the cross-border transportation and delivery of mail, and
- WHEREAS each of the Parties sends and delivers registered items pursuant to Article 13 of the Universal Postal Convention, and
- WHEREAS the Parties wish to exchange certain information in the performance of this service in electronic form in order to upgrade their service to the benefit of their customers, and
- WHEREAS in certain circumstances the Parties wish to remunerate each other for the provision of information in electronic form.

██████████

Now, therefore, the Parties hereby agree as follows:

Article 1: Definitions

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 1 to this Agreement or defined in the body of this Agreement and referred to in Annex 1.

Article 2: Registered Service

When sending and receiving cross-border registered items to and from each other the Parties shall perform the following services.

[REDACTED]

[REDACTED]

[REDACTED]

The Parties shall comply with the service feature requirements set out in Annexes 2 and 3. Annex 3 is updated from time to time by the Head of PRIME.

Article 3: Remuneration

In the absence of differing provisions of a bilateral agreement between them and to the extent that Annex 4 provides for it, a Sending Party shall [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 4: Liability Inquiries

[REDACTED]

Article 5: Steering Committee

The Parties shall meet from time to time in a Steering Committee. Each Party shall be represented in the Steering Committee by one representative. Each Party shall have one vote. A Party without a representative at a Steering Committee meeting can give a written power of attorney to another Party's representative to represent it at that meeting and to exercise its vote. Decisions of the Steering Committee require the majority of the votes of all Parties present or represented. Issues having a financial or legal impact must be explicitly on the agenda or the Steering Committee for a decision to be made at that meeting.

Article 6: Bilateral and Multilateral Agreements

Parties can agree to deviate from the provisions of this Agreement by entering into bilateral and/or multilateral agreements that involve fewer than all of the Parties and supplement this Agreement. In particular, such bilateral and/or multilateral agreements may provide for different remuneration and service features applicable between the Parties involved.

Article 7: Contracts with Customers

This Agreement shall not impinge upon each Party's freedom to determine the prices it charges to and the contractual terms governing its relationship with its customers.

Article 8: Term and Termination

This Agreement shall enter into force on 1 January 2006 between those Parties that have executed it. If any other Party executes this Agreement after that date, this Agreement shall enter into force on the day on which this Party deposits the executed Agreement with the Head of PRIME on behalf of the chairman of the Steering Committee between this Party and those who have already executed this Agreement.

This Agreement is entered into for an indefinite period of time. Any Party may withdraw from this Agreement at any time after its entry into force by depositing a notice of withdrawal with the Head of PRIME on behalf of the chairman of the Steering Committee, who will then inform the other Parties. Such withdrawal shall only take effect at the end of the third full calendar month following the notice of withdrawal.

Article 9: Accessions

Without the necessity of a written instrument duly executed on behalf of each of the Parties any postal operator that is a Designated Operator within the meaning of the Universal Postal Convention can accede to this Agreement if they execute a Deed of Accession in the form of Annex 5 and deliver it to the Head of PRIME on behalf of the chairman of the Steering Committee. The accession is subject to approval by the Steering Committee. The accession

[REDACTED]

If there is an even number of arbitrators, the arbitrators thus appointed shall have one month from the day on which the last of them was appointed to appoint another arbitrator to chair the Arbitration Committee. If they fail to do so, the chairman of the Steering Committee shall appoint this arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

The Arbitration Committee shall use its best efforts to render its decision within two months of its constitution. Its decision will be binding on the Parties involved in the dispute. The arbitration proceedings shall be conducted in the English language.

The Arbitration Committee shall decide which Party or Parties shall bear its costs.

Article 15: Amendment

The Steering Committee shall have the power to amend the Annexes to this Agreement. Amended Annexes shall be attached to the minutes of the Steering Committee meeting.

Notwithstanding the Steering Committee's power to amend the Annexes to this Agreement, this Agreement may be amended by the Parties at any time, but only by a written instrument duly executed on behalf of each of the Parties.

Article 16: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

██████████

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

List of Annexes

Annex 1:	Definitions
Annex 2:	Service Feature Requirements
Annex 3:	Delivery Standards
Annex 4:	██████████
Annex 5:	Deed of Accession
Annex 6	List of Parties

Annex 1 – Definitions

Agreement

Registered Service Agreement.

Arbitration Committee

Has the meaning attributed to it in Article 13.

[REDACTED]
[REDACTED]

Deed of Accession

Deed to be executed by a Designated Operator within the meaning of the Universal Postal Convention wishing to accede to the Agreement.

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

IPC

International Post Corporation.

[REDACTED]
[REDACTED]

Parties

The parties having entered into this Agreement, as listed in Annex 6. Annex 6 is updated by the Head of PRIME upon any new accession or termination.

Head of PRIME

The person who is responsible for managing the PRIME activities and the PRIME Management Team.

Receiving Party

Has the meaning attributed to it in Article 2.

SDR

Special Drawing Rights of the International Monetary Fund.

Sending Party

Has the meaning attributed to it in Article 2.

Steering Committee

[REDACTED]

Has the meaning attributed to it in Article 5.

[REDACTED]

Universal Postal Convention

The Universal Postal Convention in its current version. References in the Agreement are to the Articles of the 1999 Universal Postal Convention. As later Universal Postal Conventions enter into force, these references are to be read as to the corresponding Articles in those conventions even though the numbering may be different.

UPU Letter Post Regulations

The UPU Letter Post Regulations in their current version. References in the Agreement are to the Articles as revised following the 1999 Beijing Congress. As later revisions enter into force, these references are to be read as to the corresponding Articles in the most recent version even though the numbering may be different.

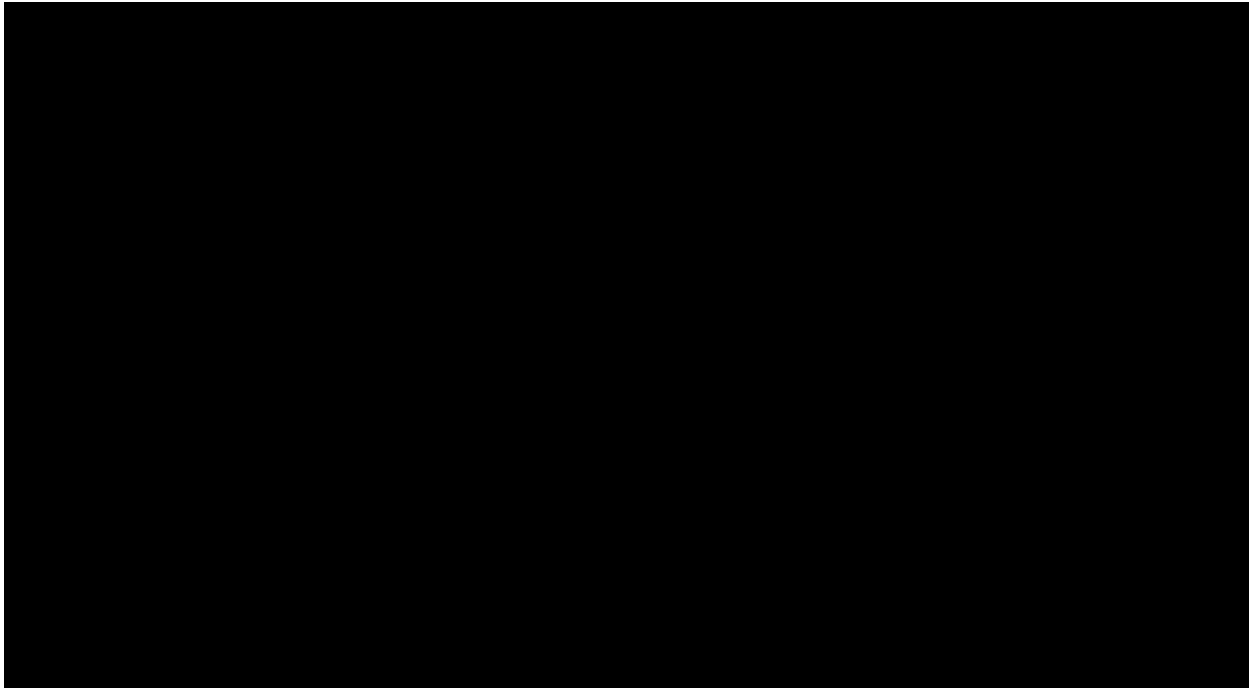
[REDACTED]

Annex 2 – Service Feature Requirements

As amended by the Steering Committee on 26 October 2016 (A1)

1) Bar Code

It is recommended that Sending Parties use the following bar code:



2) Scans

[Redacted]

3) Delivery Quality

[Redacted]

Further details and exceptions are set out in Annex 3.

[Redacted]

4) *Insured Mails*

On a voluntary basis, Parties can also exchange data on insured items.

5) *Web-based Customer Service System*

The Parties shall use a Web-based customer service system for enquiries and exchanging authorization codes for settlement of claims.

6) *IPC Monitoring*

IPC shall monitor performance and shall produce a monthly performance report.

■ [REDACTED]
[REDACTED]
[REDACTED]

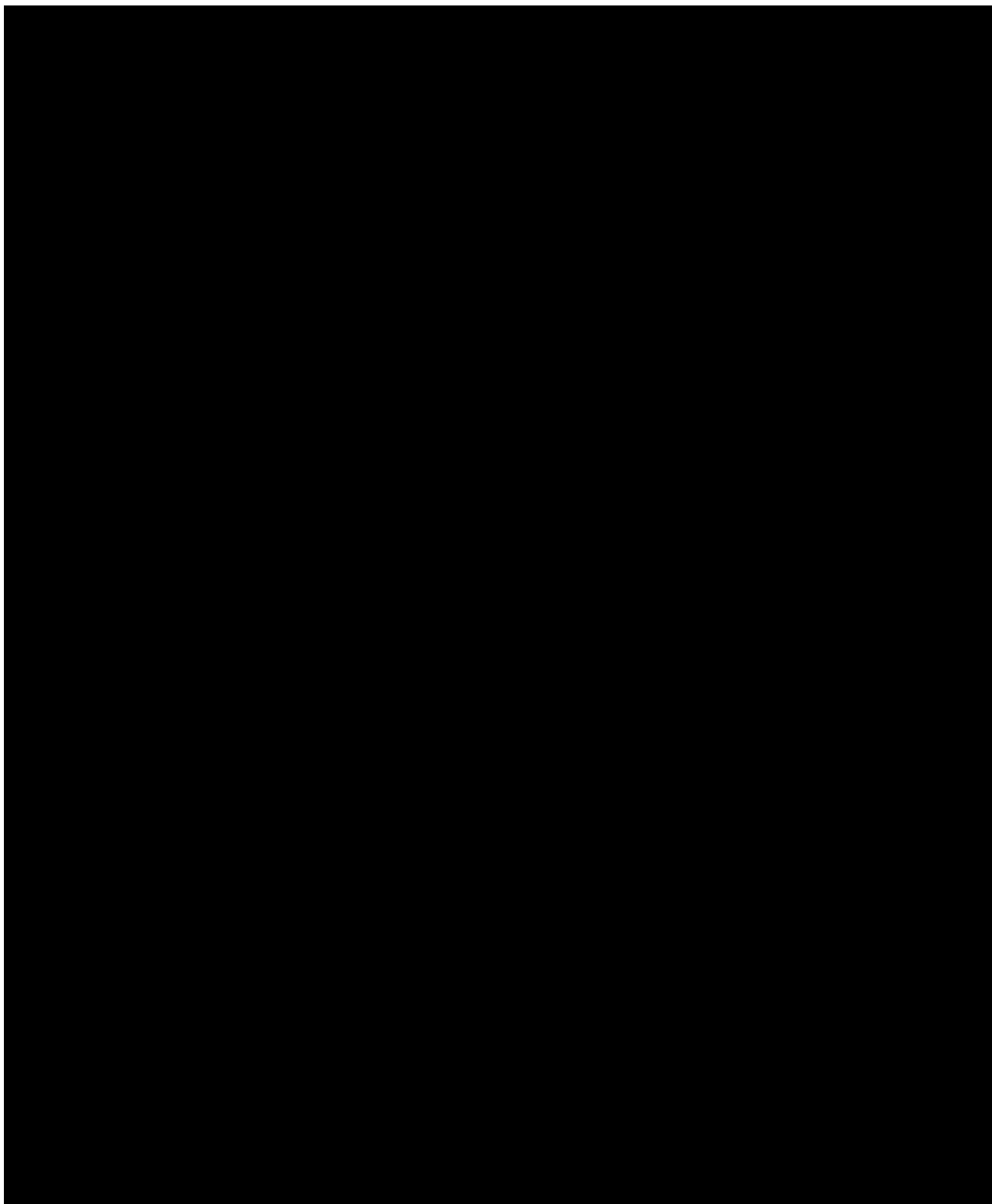
[REDACTED]

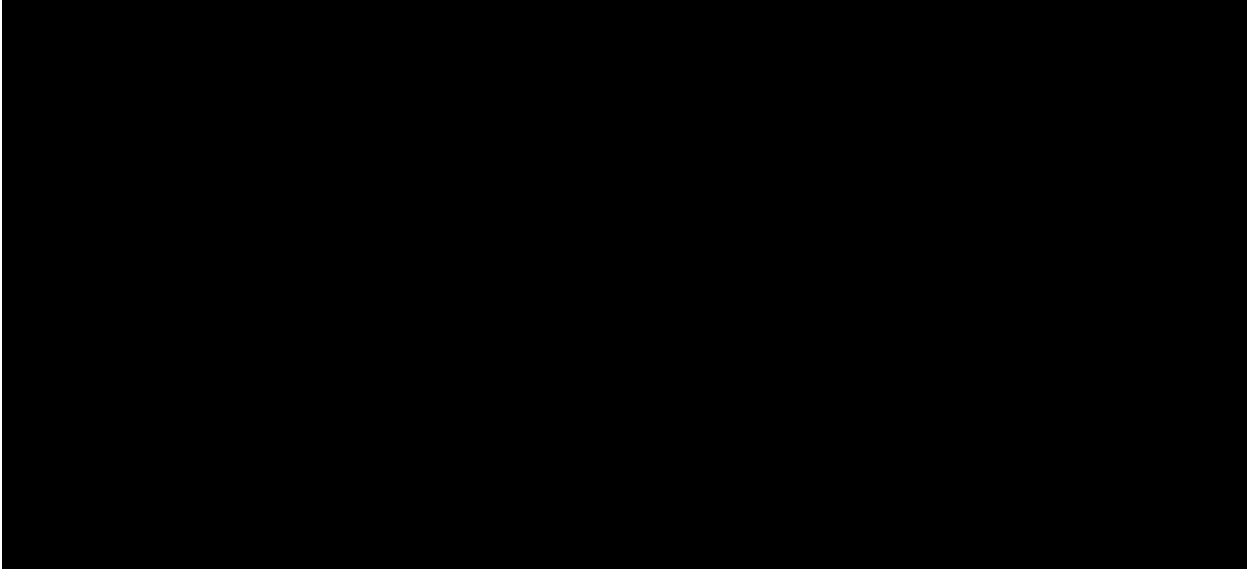
Annex 3 – Delivery Standards

[As updated from time to time]

Annex 4 – [REDACTED]

As amended by the Steering Committee on 8/9 November 2012 (A) and on 26 October 2016 (A1)





Annex 5 – Deed of Accession

.....

THE "ACCEDING PARTY"

a Designated Operator within the meaning of the Universal Postal Convention,

requests admission to the Registered Service Agreement, effective from the first day of the second month following the approval of the accession by the Steering Committee.

The Acceding Party undertakes to respect all the provisions of the Registered Service Agreement.

The Acceding Party attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

Signed at On

.....

Signature

Annex 6 – List of Parties

"Posta Shqiptare" sh.a.	Albania
Haypost CJSC	Armenia
Österreichische Post AG	Austria
Post Aruba	Aruba
bpost	Belgium
Swiss Post International	Switzerland
China Post Group	China (People's Rep.)
Servicios Postales Nacionales S.A.	Colombia
Cyprus Post	Cyprus
Deutsche Post DHL	Germany
Post Danmark A/S	Denmark
Instituto Postal Dominicano	Dominican Republic
POSTI LTD.	Finland (including Åland Islands)
La Poste	France
Royal Mail PLC	Great Britain
Royal Gibraltar Post Office	Gibraltar
Empresa de Correos de Honduras	Honduras
POS Indonesia	Indonesia
AN POST	Ireland
Iceland Post	Iceland
Poste Italiane S.p.A.	Italy
Jersey Post	Jersey
Japan Post Service Co., Ltd.	Japan
Postal Division	Kiribati

██████████

Cayman Islands Post Office	Cayman Islands
Lietuvos Pastas	Lithuania
POST Courier	Luxembourg
MaltaPost p.l.c.	Malta
Correos de Mexico	Mexico
Correo Paraguayo	Paraguay
Russian Post	Russia
PostNord Sverige AB	Sweden
Posta Slovenije, d.o.o.	Slovenia
Thailand Post	Thailand
United States Postal Service	United States of America
Vanuatu Post Limited	Vanuatu